



Amendment No.20  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2020 to December 31, 2020.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Basic Term: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Amendment No. 1</b>		
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
<b>Contract (S010079A)</b>		
Amendment No. 2: Year 1 1/1/02– 12/31/02	\$58,721.00	\$122,442.00
Amendment No. 3: Year 2 1/1/03– 12/31/03	\$58,721.00	\$181,163.00
Amendment No. 4: Year 3 1/1/04 – 12/31/04	\$58,721.00	\$239,884.00
Amendment No. 5: Year 4 1/1/05– 12/31/05	\$58,721.00	\$298,605.00
Amendment No. 6: Year 5 1/1/06 – 12/31/06	\$58,721.00	\$357,326.00
Amendment No. 7: Year 6 1/1/07 – 12/31/07	\$58,721.00	\$416,047.00
Amendment No. 8: Year 7 1/1/08 – 12/31/08	\$0.00	\$416,047.00
Amendment No. 9: Year 8 1/1/09 - 12/31/09	\$58,721.00	\$474,768.00
Amendment No. 10: Year 9 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Amendment No. 11: Year 10 1/1/11– 12/31/11	\$58,721.00	\$592,210.00
Amendment No. 12: Year 11 1/1/12 – 12/31/12	\$58,721.00	\$650,931.00
Amendment No. 13: Year 12 1/1/13 – 12/31/13		
Corrected Total Contract Amount	\$58,721.00	\$709,652.00
Amendment No. 14: Year 13 1/1/14 - 12/31/14	\$58,721.00	\$768,373.00
Amendment No. 15: Year 14 1/1/15 – 12/31/15	\$58,721.00	\$827,094.00
Amendment No. 16: Year 15 1/1/16 – 12/31/16	\$58,721.00	\$885,815.00
Amendment No. 17: Year 16 1/1/17 – 12/31/17	\$58,721.00	\$944,536.00
Amendment No. 18: Year 17	\$58,721.00	\$1,003,257.00

1/1/18 – 12/31/18		
Amendment No. 19: Year 18		
1/1/19 – 12/31/19		
Note: Title changed from "amendment" changed to "AIMS Annual Update"	\$58,721.00	\$1,061,978.00
Amendment No. 20: Year 19		
1/1/20 – 12/31/20	\$58,721.00	\$1,120,699.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Matthew Duree 12-13-19  
Matthew Duree  
Procurement Manager  
City of Austin  
Purchasing Office



AIMS Annual Update No.19  
 of  
 Contract No. S010079A  
 for  
 Jury Management Interlocal  
 between  
 Travis County Jury Management  
 and the  
 City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2019 to December 31, 2019.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Basic Term: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Amendment No. 1</b>		
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
<b>Contract (S010079A)</b>		
Amendment No. 2: Year 1 1/1/02– 12/31/02	\$58,721.00	\$122,442.00
Amendment No. 3: Year 2 1/1/03– 12/31/03	\$58,721.00	\$181,163.00
Amendment No. 4: Year 3 1/1/04 – 12/31/04	\$58,721.00	\$239,884.00
Amendment No. 5: Year 4 1/1/05– 12/31/05	\$58,721.00	\$298,605.00
Amendment No. 6: Year 5 1/1/06 – 12/31/06	\$58,721.00	\$357,326.00
Amendment No. 7: Year 6 1/1/07 – 12/31/07	\$58,721.00	\$416,047.00
Amendment No. 8: Year 7 1/1/08 – 12/31/08	\$0.00	\$416,047.00
Amendment No. 9: Year 8 1/1/09 - 12/31/09	\$58,721.00	\$474,768.00
Amendment No. 10: Year 9 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Amendment No. 11: Year 10 1/1/11– 12/31/11	\$58,721.00	\$592,210.00
Amendment No. 12: Year 11 1/1/12 – 12/31/12	\$58,721.00	\$650,931.00
Amendment No. 13: Year 12 1/1/13 – 12/31/13		
Corrected Total Contract Amount	\$58,721.00	\$709,652.00
Amendment No. 14: Year 13 1/1/14 - 12/31/14	\$58,721.00	\$768,373.00
Amendment No. 15: Year 14 1/1/15 – 12/31/15	\$58,721.00	\$827,094.00
Amendment No. 16: Year 15 1/1/16 – 12/31/16	\$58,721.00	\$885,815.00
Amendment No. 17: Year 16 1/1/17 – 12/31/17	\$58,721.00	\$944,536.00
Amendment No. 18: Year 17	\$58,721.00	\$1,003,257.00

1/1/18 – 12/31/18		
Amendment No. 19: Year 18		
1/1/19 – 12/31/19		
Note: Title changed from "amendment" changed to "AIMS Annual Update"	\$58,721.00	\$1,061,978.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

for Signature & Date: *Lynell Gooden-Brown* 12/1/18  
 Cyrenthia Ellis  
 Procurement Manager  
 City of Austin  
 Purchasing Office





Amendment No.18  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2018 to December 31, 2018.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Basic Term: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Amendment No. 1</b>		
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
<b>Contract (S010079A)</b>		
Amendment No. 2: Year 1 1/1/02– 12/31/02	\$58,721.00	\$122,442.00
Amendment No. 3: Year 2 1/1/03– 12/31/03	\$58,721.00	\$181,163.00
Amendment No. 4: Year 3 1/1/04 – 12/31/04	\$58,721.00	\$239,884.00
Amendment No. 5: Year 4 1/1/05– 12/31/05	\$58,721.00	\$298,605.00
Amendment No. 6: Year 5 1/1/06 – 12/31/06	\$58,721.00	\$357,326.00
Amendment No. 7: Year 6 1/1/07 – 12/31/07	\$58,721.00	\$416,047.00
Amendment No. 8: Year 7 1/1/08 – 12/31/08	\$0.00	\$416,047.00
Amendment No. 9: Year 8 1/1/09 - 12/31/09	\$58,721.00	\$474,768.00
Amendment No. 10: Year 9 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Amendment No. 11: Year 10 1/1/11– 12/31/11	\$58,721.00	\$592,210.00
Amendment No. 12: Year 11 1/1/12 – 12/31/12	\$58,721.00	\$650,931.00
Amendment No. 13: Year 12 1/1/13 – 12/31/13		
Corrected Total Contract Amount	\$58,721.00	\$709,652.00
Amendment No. 14: Year 13 1/1/14 - 12/31/14	\$58,721.00	\$768,373.00
Amendment No. 15: Year 14 1/1/15 – 12/31/15	\$58,721.00	\$827,094.00
Amendment No. 16: Year 15 1/1/16 – 12/31/16	\$58,721.00	\$885,815.00
Amendment No. 17: Year 16 1/1/17 – 12/31/17	\$58,721.00	\$944,536.00
Amendment No. 18: Year 17	\$58,721.00	\$1,003,257.00

1/1/18 – 12/31/18		
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3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Linell Goodin-Brown

Contract Compliance Supervisor

City of Austin

Purchasing Office

*Linell Goodin-Brown*  
12-1-17



Amendment No.17  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2017 to December 31, 2017.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Basic Term: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Amendment No. 1</b>		
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
<b>Contract (S010079A)</b>		
Amendment No. 2: Year 1 1/1/02– 12/31/02	\$58,721.00	\$122,442.00
Amendment No. 3: Year 2 1/1/03– 12/31/03	\$58,721.00	\$181,163.00
Amendment No. 4: Year 3 1/1/04 – 12/31/04	\$58,721.00	\$239,884.00
Amendment No. 5: Year 4 1/1/05– 12/31/05	\$58,721.00	\$298,605.00
Amendment No. 6: Year 5 1/1/06 – 12/31/06	\$58,721.00	\$357,326.00
Amendment No. 7: Year 6 1/1/07 – 12/31/07	\$58,721.00	\$416,047.00
Amendment No. 8: Year 7 1/1/08 – 12/31/08	\$0.00	\$416,047.00
Amendment No. 9: Year 8 1/1/09 - 12/31/09	\$58,721.00	\$474,768.00
Amendment No. 10: Year 9 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Amendment No. 11: Year 10 1/1/11– 12/31/11	\$58,721.00	\$592,210.00
Amendment No. 12: Year 11 1/1/12 – 12/31/12	\$58,721.00	\$650,931.00
Amendment No. 13: Year 12 1/1/13 – 12/31/13		
Corrected Total Contract Amount	\$58,721.00	\$709,652.00
Amendment No. 14: Year 13 1/1/14 - 12/31/14	\$58,721.00	\$768,373.00
Amendment No. 15: Year 14 1/1/15 – 12/31/15	\$58,721.00	\$827,094.00
Amendment No. 16: Year 15 1/1/16 – 12/31/16	\$58,721.00	\$885,815.00
Amendment No. 17: Year 16 1/1/17 – 12/31/17	\$58,721.00	\$944,536.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.


Signature & Date:  
Linell Goodin-Brown  
Contract Compliance Supervisor  
City of Austin  
Purchasing Office

*Linell Goodin-Brown*  
1-9-17



## MEMORANDUM

**TO:** Record

**FROM:** Mark H. Walsh, Municipal Program Professional 

**DATE:** January 15, 2016

**SUBJECT:** Master Agreement for Jury Management – Interlocal between City of Austin and Travis County – MA 7400 S010079A

After reviewing the contract between the parties as well as the Interlocal documentation, I am directing the Contract Compliance team to take the following actions with respect to formal contract amendments to the above captioned contract.

Subject to the provisions of Section 3.07, in any year that the City and County meet and do not change the costs of services provided by the County, the Contract Compliance team will simply perform the standard renewal process based on a confirming communication (email is acceptable) from the Contract Manager for Municipal Court to renew the contract for another year at the same price.

In any year that the City and Travis County exercise their authority as stated in 3.07 of the contract to increase the costs of services, the Contract Compliance team will prepare and execute a formal amendment specifically referencing the change in cost.

In either case, all supporting documents and communications will be added to the contract file, and the assigned Buyer for the contract will be advised of the renewal of the contract.

The Master Agreement Reason for Modification field will be annotated with a reference to this memo as each renewal period is exercised. Since this contract is specifically identified as “evergreen”, that is, perpetual until cancelled, from time to time it may become necessary to add additional renewal periods to the MA document in the financial system. These periods should be added as necessary and any additions annotated in the Master Agreement Reason for Modification field.

The above referenced contract may be viewed at the following location:

<http://ecapris.austintexas.gov/index.cfm?fuseaction=contracts.showFile&et=I&id=12477>

City of Austin  
S010079A  
Corrective Memorandum

On January 15, 2016, a memorandum was issued stating that paper amendment were no longer necessary while renewing the City of Austin's evergreen contract with Travis County Jury Management (TCJM) for Jury Management Interlocal. The result was that no paper amendment was created for Year 15 (Amd 16) and Year 16 (Amd 17). This became problematic in the first week of July when Vanessa Robles of the TCJM requested the latest amendment.

Upon further review, it was determined that paper amendments should be resumed. Contract Compliance created the missing two amendments and dated them January 9, 2017. They were then placed in EDIMS along with this memo. From this point on, paper amendments will be generated for every renewal (and other action) involving this contract.



Amendment No.16  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2016 to December 31, 2016.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Basic Term: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Amendment No. 1</b>		
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
<b>Contract (S010079A)</b>		
Amendment No. 2: Year 1 1/1/02– 12/31/02	\$58,721.00	\$122,442.00
Amendment No. 3: Year 2 1/1/03– 12/31/03	\$58,721.00	\$181,163.00
Amendment No. 4: Year 3 1/1/04 – 12/31/04	\$58,721.00	\$239,884.00
Amendment No. 5: Year 4 1/1/05– 12/31/05	\$58,721.00	\$298,605.00
Amendment No. 6: Year 5 1/1/06 – 12/31/06	\$58,721.00	\$357,326.00
Amendment No. 7: Year 6 1/1/07 – 12/31/07	\$58,721.00	\$416,047.00
Amendment No. 8: Year 7 1/1/08 – 12/31/08	\$0.00	\$416,047.00
Amendment No. 9: Year 8 1/1/09 - 12/31/09	\$58,721.00	\$474,768.00
Amendment No. 10: Year 9 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Amendment No. 11: Year 10 1/1/11– 12/31/11	\$58,721.00	\$592,210.00
Amendment No. 12: Year 11 1/1/12 – 12/31/12	\$58,721.00	\$650,931.00
Amendment No. 13: Year 12 1/1/13 – 12/31/13		
Corrected Total Contract Amount	\$58,721.00	\$709,652.00
Amendment No. 14: Year 13 1/1/14 - 12/31/14	\$58,721.00	\$768,373.00
Amendment No. 15: Year 14 1/1/15 – 12/31/15	\$58,721.00	\$827,094.00
Amendment No. 16: Year 15 1/1/16 – 12/31/16	\$58,721.00	\$885,815.00



3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.


Signature & Date:

Linell Goodin-Brown

Contract Compliance Supervisor

City of Austin

Purchasing Office

  
1-9-17

City of Austin  
S010079A  
Corrective Memorandum

On January 15, 2016, a memorandum was issued stating that paper amendment were no longer necessary while renewing the City of Austin's evergreen contract with Travis County Jury Management (TCJM) for Jury Management Interlocal. The result was that no paper amendment was created for Year 15 (Amd 16) and Year 16 (Amd 17). This became problematic in the first week of July when Vanessa Robles of the TCJM requested the latest amendment.

Upon further review, it was determined that paper amendments should be resumed. Contract Compliance created the missing two amendments and dated them January 9, 2017. They were then placed in EDIMS along with this memo. From this point on, paper amendments will be generated for every renewal (and other action) involving this contract.



Amendment No.15  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2015 to December 31, 2015.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Basic Term: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Amendment No. 1</b>		
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
<b>Contract (S010079A)</b>		
Amendment No. 2: Year 1 1/1/02– 12/31/02	\$58,721.00	\$122,442.00
Amendment No. 3: Year 2 1/1/03– 12/31/03	\$58,721.00	\$181,163.00
Amendment No. 4: Year 3 1/1/04 – 12/31/04	\$58,721.00	\$239,884.00
Amendment No. 5: Year 4 1/1/05– 12/31/05	\$58,721.00	\$298,605.00
Amendment No. 6: Year 5 1/1/06 – 12/31/06	\$58,721.00	\$357,326.00
Amendment No. 7: Year 6 1/1/07 – 12/31/07	\$58,721.00	\$416,047.00
Amendment No. 8: Year 7 1/1/08 – 12/31/08	\$0.00	\$416,047.00
Amendment No. 9: Year 8 1/1/09 - 12/31/09	\$58,721.00	\$474,768.00
Amendment No. 10: Year 9 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Amendment No. 11: Year 10 1/1/11– 12/31/11	\$58,721.00	\$592,210.00
Amendment No. 12: Year 11 1/1/12 – 12/31/12	\$58,721.00	\$650,931.00
Amendment No. 13: Year 12 1/1/13 – 12/31/13		
Corrected Total Contract Amount	\$58,721.00	\$709,652.00
Amendment No. 14: Year 13 1/1/14 - 12/31/14	\$58,721.00	\$768,373.00
Amendment No. 15: Year 14 1/1/15 – 12/31/15	\$58,721.00	\$827,094.00

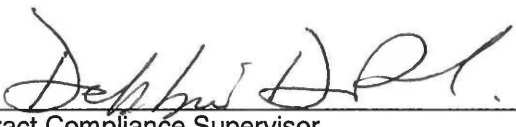
- 3.0 MBE/WBE goals were not established for this contract.

S010079A

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

 12/5/14  
Debbie DePaul, Contract Compliance Supervisor

City of Austin

Purchasing Office



Amendment No.14  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2014 to December 31, 2014.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Basic Term: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Amendment No. 1</b>		
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
<b>Contract (S010079A)</b>		
Amendment No. 2: Year 1 1/1/02– 12/31/02	\$58,721.00	\$122,442.00
Amendment No. 3: Year 2 1/1/03– 12/31/03	\$58,721.00	\$181,163.00
Amendment No. 4: Year 3 1/1/04 – 12/31/04	\$58,721.00	\$239,884.00
Amendment No. 5: Year 4 1/1/05– 12/31/05	\$58,721.00	\$298,605.00
Amendment No. 6: Year 5 1/1/06 – 12/31/06	\$58,721.00	\$357,326.00
Amendment No. 7: Year 6 1/1/07 – 12/31/07	\$58,721.00	\$416,047.00
Amendment No. 8: Year 7 1/1/08 – 12/31/08	\$0.00	\$416,047.00
Amendment No. 9: Year 8 1/1/09 - 12/31/09	\$58,721.00	\$474,768.00
Amendment No. 10: Year 9 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Amendment No. 11: Year 10 1/1/11– 12/31/11	\$58,721.00	\$592,210.00
Amendment No. 12: Year 11 1/1/12 – 12/31/12	\$58,721.00	\$650,931.00
Amendment No. 13: Year 12 1/1/13 – 12/31/13		
Corrected Total Contract Amount	\$58,721.00	\$709,652.00
Amendment No. 14: Year 13 1/1/14 - 12/31/14	\$58,721.00	\$768,373.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Cynthia Loyale 12/18/13  
Debbie DePaul, Contract Compliance Supervisor  
City of Austin  
Purchasing Office



Amendment No.13  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2013 to December 31, 2013.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Basic Term: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Amendment No. 1</b>		
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
<b>Contract (S010079A)</b>		
Amendment No. 2: Year 1 1/1/02– 12/31/02	\$58,721.00	\$122,442.00
Amendment No. 3: Year 2 1/1/03– 12/31/03	\$58,721.00	\$181,163.00
Amendment No. 4: Year 3 1/1/04 – 12/31/04	\$58,721.00	\$239,884.00
Amendment No. 5: Year 4 1/1/05– 12/31/05	\$58,721.00	\$298,605.00
Amendment No. 6: Year 5 1/1/06 – 12/31/06	\$58,721.00	\$357,326.00
Amendment No. 7: Year 6 1/1/07 – 12/31/07	\$58,721.00	\$416,047.00
Amendment No. 8: Year 7 1/1/08 – 12/31/08	\$0.00	\$416,047.00
Amendment No. 9: Year 8 1/1/09 - 12/31/09	\$58,721.00	\$474,768.00
Amendment No. 10: Year 9 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Amendment No. 11: Year 10 1/1/11– 12/31/11	\$58,721.00	\$592,210.00
Amendment No. 12: Year 11 1/1/12 – 12/31/12	\$58,721.00	\$650,931.00
Amendment No. 13: Year 12 1/1/13 – 12/31/13		
Corrected Total Contract Amount	\$58,721.00	\$709,652.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.





Amendment No. 11  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2012 to December 31, 2012.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Year 1: 07/01/00 – 12/31/01</b>	<b>\$58,721.00</b>	<b>\$58,721.00</b>
<b>Administrative Increase (S010079)</b>	<b>\$5,000.00</b>	<b>\$63,721.00</b>
		-----
<b>Contract (S010079A)</b>		
Year 2: 1/1/02 – 12/31/02	\$58,721.00	\$58,721.00
Year 3: 1/1/03 – 12/31/03	\$58,721.00	\$117,442.00
Year 4: 1/1/04 – 12/31/04	\$58,721.00	\$176,163.00
Year 5: 1/1/05 – 12/31/05	\$58,721.00	\$234,884.00
Year 6: 1/1/06 – 12/31/06	\$58,721.00	\$293,605.00
Year 7: 1/1/07 – 12/31/07	\$58,721.00	\$352,326.00
Year 8: 1/1/08 – 12/31/08	\$0.00	\$352,326.00
Year 9: 1/1/09 – 12/31/09	\$58,721.00	\$411,047.00
Year 10: 1/1/10 – 12/31/10	\$58,721.00	\$469,768.00
Year 11: 1/1/10 – 12/31/11	\$58,721.00	\$528,489.00
Year 11: 1/1/12 – 12/31/12	\$58,721.00	\$587,210.00

\$ 650,931

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

*Cynthia Gonzales* 12/26/11

Cynthia Gonzales, Contract Compliance Manager Corporate  
City of Austin  
Purchasing Office



Amendment No. 11  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2011 to December 31, 2011.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Year 1: 07/01/00 – 12/31/01</b>	\$58,721.00	\$58,721.00
Administrative Increase (S010079)	\$5,000.00	\$63,721.00
<b>Contract (S010079A)</b>		
Year 2: 1/1/02 – 12/31/02	\$58,721.00	\$58,721.00
Year 3: 1/1/03 – 12/31/03	\$58,721.00	\$117,442.00
Year 4: 1/1/04 – 12/31/04	\$58,721.00	\$176,163.00
Year 5: 1/1/05 – 12/31/05	\$58,721.00	\$234,884.00
Year 6: 1/1/06 – 12/31/06	\$58,721.00	\$293,605.00
Year 7: 1/1/07 – 12/31/07	\$58,721.00	\$352,326.00
Year 8: 1/1/08 – 12/31/08	\$0.00	\$352,326.00
Year 9: 1/1/09 – 12/31/09	\$58,721.00	\$411,047.00
Year 10: 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00
Year 11: 1/1/10 – 12/31/11	\$58,721.00	\$592,210.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: *Cynthia Gonzales* for Cynthia Gonzales  
Cynthia Gonzales, Contract Compliance Manager Corporate  
City of Austin  
Purchasing Office

12/30/10



Amendment No. 10  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2010 to December 31, 2010.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Year 1: 07/01/00 – 12/31/01</b>	\$58,721.00	\$58,721.00
Administrative Increase (S010079)	\$5,000.00	\$63,721.00
<b>Contract (S010079A)</b>		
Year 2: 1/1/02 – 12/31/02	\$58,721.00	\$58,721.00
Year 3: 1/1/03 – 12/31/03	\$58,721.00	\$117,442.00
Year 4: 1/1/04 – 12/31/04	\$58,721.00	\$176,163.00
Year 5: 1/1/05 – 12/31/05	\$58,721.00	\$234,884.00
Year 6: 1/1/06 – 12/31/06	\$58,721.00	\$293,605.00
Year 7: 1/1/07 – 12/31/07	\$58,721.00	\$352,326.00
Year 8: 1/1/08 – 12/31/08	\$0.00	\$352,326.00
Year 9: 1/1/09 – 12/31/09	\$58,721.00	\$411,047.00
Year 10: 1/1/10 – 12/31/10	\$58,721.00	\$533,489.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Brea Washington Jr  
Sydney Ceder, Senior Buyer  
City of Austin  
Purchasing Office

Reviewed and Approved  
N/A

Cynthia Gonzales

Date



Amendment No. 9  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2009 to December 31, 2009.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Year 1: 07/01/00 – 12/31/01</b>	\$58,721.00	\$58,721.00
Administrative Increase ( S010079)	\$5,000.00	\$63,721.00
<b>Contract (S010079A)</b>		
Year 2: 1/1/02 – 12/31/02	\$58,721.00	\$58,721.00
Year 3: 1/1/03 – 12/31/03	\$58,721.00	\$117,442.00
Year 4: 1/1/04 – 12/31/04	\$58,721.00	\$176,163.00
Year 5: 1/1/05 – 12/31/05	\$58,721.00	\$234,884.00
Year 6: 1/1/06 – 12/31/06	\$58,721.00	\$293,605.00
Year 7: 1/1/07 – 12/31/07	\$58,721.00	\$352,326.00
Year 8: 1/1/08 – 12/31/08	\$0.00	\$352,326.00
Year 9: 1/1/09 – 12/31/09	\$58,721.00	\$411,047.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Bea Washington  
for 12/17/08

Sydney Ceder, Senior Buyer  
City of Austin  
Purchasing Office

Reviewed and Approved  
N/A

Urcha Dunbar - Crespo  
Date



Amendment No. 9  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2009 to December 31, 2009.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Year 1: 07/01/00 – 12/31/01</b>	\$58,721.00	\$58,721.00
Administrative Increase ( <b>S010079</b> )	\$5,000.00	\$63,721.00
<b>Contract (S010079A)</b>		
Year 2: 1/1/02 – 12/31/02	\$58,721.00	\$58,721.00
Year 3: 1/1/03 – 12/31/03	\$58,721.00	\$117,442.00
Year 4: 1/1/04 – 12/31/04	\$58,721.00	\$176,163.00
Year 5: 1/1/05 – 12/31/05	\$58,721.00	\$234,884.00
Year 6: 1/1/06 – 12/31/06	\$58,721.00	\$293,605.00
Year 7: 1/1/07 – 12/31/07	\$58,721.00	\$352,326.00
Year 8: 1/1/08 – 12/31/08	\$0.00	\$352,326.00
Year 9: 1/1/09 – 12/31/09	\$58,721.00	\$411,047.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Bea Washington for 12/17/08  
Sydney Ceder, Senior Buyer  
City of Austin  
Purchasing Office

Reviewed and Approved  
N/A

Urcha Dunbar-Crespo

Date



Amendment No. 8  
of  
Contract No. S010079A  
for  
Jury Management Interlocal  
between  
Travis County Jury Management  
and the  
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of January 1, 2008 to December 31, 2008.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
<b>Year 1: 07/01/00 – 12/31/01</b>	\$58,721.00	\$58,721.00
Administrative Increase ( <b>S010079</b> )	\$5,000.00	\$63,721.00
<b>Contract (S010079A)</b>		
Year 2: 1/1/02 – 12/31/02	\$58,721.00	\$58,721.00
Year 3: 1/1/03 – 12/31/03	\$58,721.00	\$117,442.00
Year 4: 1/1/04 – 12/31/04	\$58,721.00	\$176,163.00
Year 5: 1/1/05 – 12/31/05	\$58,721.00	\$234,884.00
Year 6: 1/1/06 – 12/31/06	\$58,721.00	\$293,605.00
Year 7: 1/1/07 – 12/31/07	\$58,000.00	\$352,326.00
Year 8: 1/1/08 – 12/31/08	\$0.00	\$352,326.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Bea. Washington for 1/4/08

Sydney Ceder, Senior Buyer  
City of Austin  
Purchasing Office

Reviewed and Approved  
N/A

Urcha Dunbar-Crespo

Date



City of Austin, Texas  
Purchasing Office

**AMENDMENT NO. 6**  
**Price Agreement No.: S010079A**  
Date Issued: December 31, 2005

**Distribution:**

**Municipal Court**  
**ATTN: Evelyn Peters, Carl Lynch**

Distribution, Others

N/A

Contracting Agency:

Purchasing Office

**CSN/SCC, Commodity Code No.:**

**91858**

**Commodity/Service:**

**Jury Management Interlocal**

**Estimated Dollar Value:**

**NTE \$58,721.00**

Cash Payment Terms:

Net 30

F.O.B. Point:

Destination, freight prepaid

**Contract Period:**

**January 1, 2006 thru December 31, 2006**

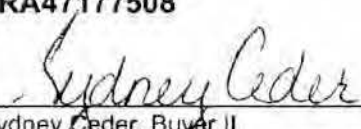
Extension Options:

Automatically Renewing

**Source, Address, Phone and  
Vendor Code:**

**Travis County Jury Management**  
**P.O. Box 1748**  
**Austin, TX 78767**  
**ATTN: N. Guajardo**  
**TRA47177508**

Buyer Name and Signature:

  
Sydney Ceder, Buyer II  
Purchasing Office, (512) 974-2035  
Finance & Administrative Services

12/30/05  
Date

N/A

Eddie Clark, Deputy Purchasing Officer

Date

Replaces Agreement No.:  
Requisition No(s).  
Tracking No(s).

N/A  
460DEC00601-460DEC00626  
LH04300326-SC06300016

Reason for Amendment:

Exercise extension option.



INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN FOR  
CONSOLIDATED JURY MANAGEMENT

This Interlocal Cooperation Agreement is made by the following parties:

Travis County, a political subdivision of the State of Texas ("County") and

City of Austin, a home rule city, a municipal corporation, and political subdivision of the State of Texas ("City").

RECITALS

City maintains and operates a municipal court.

County and City desire to consolidate jury management.

County and City want to minimize duplicative efforts where possible.

Both County and City want to enter into an Interlocal Cooperation Agreement pursuant to V.T.C.A., Government Code, Ch. 791.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, County and City mutually agree to the following terms and conditions:

1.0 Definitions.

In this Agreement,

1.01 "City Council" means City Council of the City of Austin.

1.02 "Commissioners Court" means Travis County Commissioners' Court.

2.0 Term.

2.01 Initial Term. This Agreement shall be for a term of eighteen (18) months, commencing on July 1, 2000 and ending on December 31, 2001.

2.02 Renewal Term. This Agreement shall automatically renew on January 1, 2002, for a term of one year, and shall automatically renew for terms of one year thereafter, unless sooner terminated in

compliance with this agreement.

3.0 County Responsibilities. County will:

3.01 Perform all functions necessary to summon and empanel jurors for Municipal Court and will provide jury panels, including completed juror questionnaires, for Municipal Court in accordance with its trial schedule.

3.02 Prepare juror payment checks for jurors serving in Municipal Court in amounts directed by Municipal Court.

3.03 Maintain jury service history for all jurors serving in Municipal Court.

3.04 Provide information to individuals who have questions about their jury duty and about jury service in general.

3.05 Provide Municipal Court with a schedule of jury empaneling dates on an annual basis.

3.06 Contract to lease appropriate facilities to be used by the Municipal Court and the County for jury empaneling.

3.07 Provide an invoice to Municipal Court, on a monthly basis, to reimburse Travis County for (1) juror payments made to jurors assigned to Municipal Court; and (2) the cost of services described above. The cost of services per empaneling date is calculated on Attachment A. For the renewal term, the District Clerk and the Municipal Clerk will meet before each renewal term to agree upon a new Attachment A, provided, however, that (1) the total Jury Costs will not increase more than 5% per year; and (2) the pro-rata cost sharing calculation will be based on the percentage of jurors sent to Municipal Courts multiplied by the total Jury Costs as agreed in Attachment A.

4.0 City Responsibilities. City will:

4.01 Provide clerical support during the empaneling sessions.

4.02 Pay County within thirty (30) days of invoice for the cost of Empaneling Services described in Section 3.07.

4.03 Provide Travis County with a schedule of standard jury trial dates for Municipal Court and request any special jury panels by the Friday before the empaneling date immediately preceding the special jury trial.

4.04 Provide Travis County with the information needed to prepare juror payment checks for Municipal Court jurors.

4.05 Reimburse Travis County monthly, as invoiced, for juror

payments made within thirty (30) days of receipt of a correct invoice.

5.0 Compliance with Law.

5.01 City and County shall comply with all laws, rules and regulations applicable to performance of this Agreement.

6.0 Amendments.

6.01 Formal Process. Any change to the provisions of this Agreement or any attachments to it shall be made in writing and signed by both parties. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the Commissioners' Court. It is acknowledged by County that no officer, agency, employee or representative of City has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the City Council.

6.02 City Request. City shall submit all request for changes to this Agreement or any attachment to it to the Travis County Attorney who shall present City's requests to the Commissioners' Court for consideration.

6.03 County Request. County shall submit all requests for changes to this Agreement or any attachment to it to Clark Hammond (or his successor in office), Clerk of the Municipal Court who shall present County's requests to City Council for consideration.

7.0 Non-Waiver and Reservation of Remedies.

7.01 Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

7.02 Reservation of Rights and Remedies. All rights of both parties under this Agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.



8.0 Termination.

8.01 Either party may terminate this Agreement at any time and for any reason by giving the other party written notice of its decision to terminate at least forty-five (45) days prior to the effective date of termination.

9.0 Law and Venue.

9.01 This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

10.0 Independent Entity and Acknowledgement of Responsibilities

10.01 Independent Entity. The parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies.

10.02 Responsibilities. City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees in relation to this Agreement.

11.0 Immunity or Defense.

11.01 It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor the County waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

12.0 Notices.

12.01 Method of Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in 12.02 or 12.03 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 12.02 or 12.03.

12.02 Address of County. The address of County for all purposes under this contract shall be:

Honorable Samuel T. Biscoe (or his successor in office)  
Travis County Judge  
P. O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail is not required):

Honorable Ken Oden (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attention: File No. 121.36

12.03 Address of City. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Jesus Garza (or his successor in office)  
City Manager  
P.O. Box 1088  
Austin, Texas 78767

With copies to (registered or certified mail is not required):

Andy Martin (or his successor in office)  
City Attorney  
P.O. Box 1088  
Austin, Texas 78767-8828

12.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 12.01.

13.0 Entire Agreement.

13.01 Agreement All Inclusive. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

14.0 Severability.

14.01 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.



## 15.0 Assignability.

15.01 Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by City and County that no officer, agency, employee or representative of City or County has any authority to grant such assignment unless expressly granted that authority by the City Council and Commissioners Court, respectively.

## 16.0 Interpretational Guidelines.

16.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.

16.02 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

16.03 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

## 17.0 Legal Authority.

17.01 City Signors. The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

17.02 County Signors. The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

18.0 Effective Date. This Agreement is effective on July 1, 2000, as stated above in Section 2.0, when executed by both parties.

EXECUTED in duplicate originals this the 1<sup>st</sup> day of August, 2000.

CITY OF AUSTIN

By: Jesus Garza  
Jesus Garza  
City Manager

Attest: Shirley A Brown  
City Clerk

APPROVED AS TO FORM:

Julie Henry  
City Attorney

EXECUTED in duplicate originals this the 1<sup>st</sup> day of August, 2000.

TRAVIS COUNTY

By: Samuel T. Biscoe  
Samuel T. Biscoe  
Travis County Judge  
Travis County, Texas



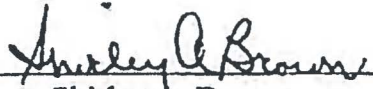
**RESOLUTION NO. 000817-40**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

The City Council authorizes the City Manager to execute an Interlocal Agreement with Travis County for consolidated jury management, in an amount not to exceed \$58,721 annually, July 1, 2000 through December 31, 2001, with automatic one year renewals; and authorizes the City Manager to enter into the agreement on such terms and conditions as may be reasonable, necessary, or required.

ADOPTED: August 17, 2000

ATTEST:

  
Shirley A. Brown  
City Clerk

## Exhibit A - General Restrictions (Note 1)

### Signature Authority Issue

(An "X" denotes eligibility to sign;  
it does not denote a required signature.)

	City Manager	Deputy CM, ACM & Chief of Staff	Finance Director	Dept. Director or Officer	City Staff Authorized by Director (Note 3)
American Express Card issuance approval	X				
Compensation change for an executive position	X				
Employment offers for an executive position	X				
Contract or agreement (other than purchasing agreement) authorized by Code or ordinance	X	X	X	X	X
Checks and warrants (CM and FSD director only – Charter requirement)	X	X	X		
Development agreement (for major employers, land developers, and economic development initiatives) or, Smart Growth Incentive Agreement	X	X	X		
Employment offer, (non-executive), for positions <u>above</u> the pay zone within which individual qualifies for	X	X			
Employment offer, (non-executive), <u>within</u> the pay zone individual qualifies for. Can delegate to departmental manager or HR staff only.	X	X	X	X	X
Fee waivers (when authorized by Council)	X	X	X	X	X
Alternative pay employee compensation program	X				
Alternative pay employee compensation payout	X	X	X		
Grant application or acceptance (unless CM signature required)	X	X	X	X (Note 2)	
H-1B visa application for city employee	X	X	X		
Interdepartmental agreement (between City departments)	X	X	X	X	X
Interlocal agreement and memo of understanding with other governmental entities where Council approved negotiation and execution (i.e. further negotiation is required before agreement is finalized and executed)	X	X	X		
Interlocal agreement or memo of understanding with other governmental entity if Council action approved execution (i.e. no further negotiation is required before the contract is executed). Also includes renewal or extension of existing agreements as allowed by previous Council action.	X	X	X	X (Note 2)	
Payment document	X	X	X	X	X (Note 4)
Payment document data entry	X	X	X	X	X (Note 4)
Permit or license issuance	X	X	X	X	X
Petty cash approval – departmental manager or supervisor	X	X	X	X	X
Purchase requisition under \$5,000	X	X	X	X	X (Note 4)
Purchase requisition \$5,000 to City Manager administrative authority	X	X	X	X	Note 5
Purchasing card	X	X	X	X	X (Note 4)
Purchasing contract less than \$5,000 – departmental manager for purchasing or financial manager	X	X	X	X	X
RCA	X	X	X	X (Note 2)	
Short-term license or use agreement relating to an interest in real property	X	X	X	X (Note 2)	
Single or Sole source purchase over \$5,000	X	X			

Note 1: Certain transactions are restricted to signature by select departments only. See Exhibit B for these transactions or if a transaction you are concerned about is not listed here.

Note 2: Signature or approval of these documents **may not be delegated to staff** unless, a Director is absent due to illness or other approved reason. If a Director is absent and a critical deadline occurs, he or she may authorize a deputy director or executive staff to execute a listed document. ACM must be notified of such delegations.

Note 3: Staff authorized by the Director in writing.

Note 4: Financial Services procedures require a department director to annually delegate authority for these types of payments documents. These procedures will remain in effect.

Note 5: Delegation of approval for purchases of items between \$5,000 and the City Manager's administrative authority level may only be delegated to the Assistant Director level.

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN FOR  
CONSOLIDATED JURY MANAGEMENT

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City of Austin, a home rule city, a municipal corporation, and political subdivision of the State of Texas ("City").

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County and City desire to consolidate jury management.

County and City want to minimize duplicative efforts where possible.

Both County and City want to enter into an Interlocal Cooperation Agreement pursuant to V.T.C.A., Government Code, Ch. 791.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, County and City mutually agree to the following terms and conditions:

1.0 Definitions.

In this Agreement,

1.01 "City Council" means City Council of the City of Austin.

1.02 "Commissioners Court" means Travis County Commissioners' Court.

2.0 Term.

2.01 Initial Term. This Agreement shall be for a term of eighteen (18) months, commencing on July 1, 2000 and ending on December 31, 2001.

2.02 Renewal Term. This Agreement shall automatically renew on January 1, 2002, for a term of one year, and shall automatically renew for terms of one year thereafter, unless sooner terminated in

compliance with this agreement.

3.0 County Responsibilities. County will:

3.01 Perform all functions necessary to summon and empanel jurors for Municipal Court and will provide jury panels, including completed juror questionnaires, for Municipal Court in accordance with its trial schedule.

3.02 Prepare juror payment checks for jurors serving in Municipal Court in amounts directed by Municipal Court.

3.03 Maintain jury service history for all jurors serving in Municipal Court.

3.04 Provide information to individuals who have questions about their jury duty and about jury service in general.

3.05 Provide Municipal Court with a schedule of jury empaneling dates on an annual basis.

3.06 Contract to lease appropriate facilities to be used by the Municipal Court and the County for jury empaneling.

3.07 Provide an invoice to Municipal Court, on a monthly basis, to reimburse Travis County for (1) juror payments made to jurors assigned to Municipal Court; and (2) the cost of services described above. The cost of services per empaneling date is calculated on Attachment A. For the renewal term, the District Clerk and the Municipal Clerk will meet before each renewal term to agree upon a new Attachment A, provided, however, that (1) the total Jury Costs will not increase more than 5% per year; and (2) the pro-rata cost sharing calculation will be based on the percentage of jurors sent to Municipal Courts multiplied by the total Jury Costs as agreed in Attachment A.

4.0 City Responsibilities. City will:

4.01 Provide clerical support during the empaneling sessions.

4.02 Pay County within thirty (30) days of invoice for the cost of Empaneling Services described in Section 3.07.

4.03 Provide Travis County with a schedule of standard jury trial dates for Municipal Court and request any special jury panels by the Friday before the empaneling date immediately preceding the special jury trial.

4.04 Provide Travis County with the information needed to prepare juror payment checks for Municipal Court jurors.

4.05 Reimburse Travis County monthly, as invoiced, for juror

payments made within thirty (30) days of receipt of a correct invoice.

5.0 Compliance with Law.

5.01 City and County shall comply with all laws, rules and regulations applicable to performance of this Agreement.

6.0 Amendments.

6.01 Formal Process. Any change to the provisions of this Agreement or any attachments to it shall be made in writing and signed by both parties. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the Commissioners' Court. It is acknowledged by County that no officer, agency, employee or representative of City has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the City Council.

6.02 City Request. City shall submit all request for changes to this Agreement or any attachment to it to the Travis County Attorney who shall present City's requests to the Commissioners' Court for consideration.

6.03 County Request. County shall submit all requests for changes to this Agreement or any attachment to it to Clark Hammond (or his successor in office), Clerk of the Municipal Court who shall present County's requests to City Council for consideration.

7.0 Non-Waiver and Reservation of Remedies.

7.01 Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

7.02 Reservation of Rights and Remedies. All rights of both parties under this Agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.



## 8.0 Termination.

8.01 Either party may terminate this Agreement at any time and for any reason by giving the other party written notice of its decision to terminate at least forty-five (45) days prior to the effective date of termination.

## 9.0 Law and Venue.

9.01 This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

## 10.0 Independent Entity and Acknowledgement of Responsibilities

10.01 Independent Entity. The parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies.

10.02 Responsibilities. City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees in relation to this Agreement.

## 11.0 Immunity or Defense.

11.01 It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor the County waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

## 12.0 Notices.

12.01 Method of Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in 12.02 or 12.03 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 12.02 or 12.03.

12.02 Address of County. The address of County for all purposes under this contract shall be:

Honorable Samuel T. Biscoe (or his successor in office)  
Travis County Judge  
P. O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail is not required):

Honorable Ken Oden (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attention: File No. 121.36

12.03 Address of City. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Jesus Garza (or his successor in office)  
City Manager  
P.O. Box 1088  
Austin, Texas 78767

With copies to (registered or certified mail is not required):

Andy Martin (or his successor in office)  
City Attorney  
P.O. Box 1088  
Austin, Texas 78767-8828

12.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 12.01.

13.0 Entire Agreement.

13.01 Agreement All Inclusive. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

14.0 Severability.

14.01 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

## 15.0 Assignability.

15.01 Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by City and County that no officer, agency, employee or representative of City or County has any authority to grant such assignment unless expressly granted that authority by the City Council and Commissioners Court, respectively.

## 16.0 Interpretational Guidelines.

16.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.

16.02 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

16.03 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

## 17.0 Legal Authority.

17.01 City Signors. The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

17.02 County Signors. The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

18.0 Effective Date. This Agreement is effective on July 1, 2000, as stated above in Section 2.0, when executed by both parties.



EXECUTED in duplicate originals this the 1<sup>st</sup> day of

August, 2000.

CITY OF AUSTIN

By: Jesus Garza

Jesus Garza  
City Manager

Attest: Marilyn A Brown

City Clerk

APPROVED AS TO FORM:

Julie Henry  
City Attorney

EXECUTED in duplicate originals this the 1<sup>st</sup> day of

August, 2000.

TRAVIS COUNTY

By: Samuel T. Biscoe

Samuel T. Biscoe  
Travis County Judge  
Travis County, Texas

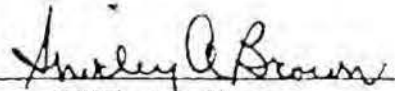
**RESOLUTION NO. 000817-40**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

The City Council authorizes the City Manager to execute an Interlocal Agreement with Travis County for consolidated jury management, in an amount not to exceed \$58,721 annually, July 1, 2000 through December 31, 2001, with automatic one year renewals; and authorizes the City Manager to enter into the agreement on such terms and conditions as may be reasonable, necessary, or required.

**ADOPTED:** August 17, 2000

**ATTEST:**



Shirley A. Brown  
City Clerk

City of Austin, Texas  
Purchasing Office

Price Agreement No: S010079  
Date Issued: October 18, 2000  
Page 1 of 1

Distribution:

Municipal Court - Evelyn Peters, Carl Lynch  
Buyer  
Don Kersey (if over \$40,000)

Contracting Agency:

Purchasing Office

CSN/SCC, Commodity Code No.:

91858

Commodity/Service:

Jury Management Interlocal

Estimated Dollar Value:

NTE \$58,721.00

Cash Payment Terms:

Net 30

F.O.B. Point:

Destination, Freight Prepaid & Allowed

Contract Period:

July 1, 2000 through December 31, 2001

Extension Options:

Automatically renewing

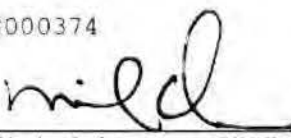
Source, Address, Phone and  
Vendor ID

Travis County Jury Management  
PO Box 1748  
Austin, TX 78767  
Attn: N. Guajardo  
TRA47177508

Replaces contract no.:

S000374

Buyer Name and Signature:

  
Mick Osborne, CPPB, Buyer II  
Purchasing Office, (512)499-2995

Reference File No.:

S010079

Requisition No.:

460DEC00462

Tracking No.

MO01300015

mso

☒ No Goals

☐ Goals

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN FOR  
CONSOLIDATED JURY MANAGEMENT

This Interlocal Cooperation Agreement is between Travis County, a political subdivision of the State of Texas ("County") and the City of Austin, a home rule municipality, a municipal corporation, and political subdivision of the State of Texas ("City").

RECITALS

City maintains and operates a municipal court.

County and City desire to consolidate jury management.

County and City want to minimize duplicative efforts where possible.

Both County and City want to enter into an Interlocal Cooperation Agreement pursuant to V.T.C.A., Government code, Ch. 791.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, County and City mutually agree to the following terms and conditions.

Definitions.

*City Council* means City Council of the City of Austin.

*Commissioners Court* means Travis County Commissioners' Court.

Term.

This Agreement shall commence on October 1, 1999, and will continue in force until June 30, 2000.

County Responsibilities.

County will:

Perform all functions necessary to summon and empanel jurors for Municipal Court and will provide jury panels, including completed juror questionnaires, for Municipal Court in accordance with its trial schedule.

Prepare juror payment checks for jurors serving in Municipal Court in amounts directed by Municipal Court.

Maintain jury service history for all jurors serving in Municipal Court.

Provide information to individuals who have questions about their jury duty and about jury service in general.

Provide Municipal Court with a schedule of jury impaneling dates on an annual basis.

Pay the invoices for use of City-owned facilities rented by the Municipal Court for jury impaneling within thirty (30) days of receiving the correct invoice amount. Payment shall be in an amount not to exceed the sum of seven thousand five hundred dollars (\$7,500) in any calendar quarter.

Provide an invoice to Municipal Court on a monthly basis to reimburse Travis County for juror payments made for jurors summoned on behalf of Municipal Court.

#### City Responsibilities.

City will:

Provide clerical support during the impaneling sessions.

Continue to lease a City-owned facility for jury impaneling and provide County with a copy of its terms.

Provide Travis county with a schedule of standard jury trial dates for Municipal Court and request any special jury panels by the Friday before the impaneling date immediately preceding the special jury trial.

Provide Travis County with the information needed to prepare juror payment checks for Municipal Court jurors.

Reimburse Travis County monthly, as invoiced, for juror payments made, within thirty (30) days of receipt of a correct invoice.

Reimburse Travis County monthly, as invoiced, for the cost of summoning jurors for Municipal Court in accordance with the following formula, but with maximum annual reimbursement not to exceed seven thousand five hundred dollars (\$7,500.00):

$$\text{Number of jurors} / .278 \times \$305$$

with the number of jurors being the number sent to Municipal Court, .278 representing the

ratio of qualified jurors to summons, and \$.305 being the cost of the summons. Payment to Travis County will be made within thirty (30) days of receipt of a correct invoice.

Provide Travis County with a monthly invoice for lease payments made under the lease agreement entered into under this Agreement. City agrees that County will incur no liability nor additional obligations as a result of any delay in invoice payment under this Agreement.

#### Compliance with Law.

City and County shall comply with all laws, rules and regulations applicable to performance of this Agreement.

#### Amendments.

Any change to the provisions of this Agreement or any attachments to it shall be made in writing and signed by both parties. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the Commissioners Court. It is acknowledged by County that no officer, agency, employee or representative of City has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the City Council.

#### Non-Waiver and Reservation of Remedies.

Any act of forbearance by either party to enforce any provision of this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

#### Reservation of Rights and Remedies.

All rights of both parties under this Agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

#### Termination.

Either party may terminate this Agreement at any time and for any reason giving the other party written notice of its decision to terminate at least forty-five (45) days prior to the effective date of termination.

### Law and Venue.

This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

### Independent Entity and Acknowledgement of Responsibilities.

The parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies.

City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees in relation to this Agreement.

### Immunity or Defense.

It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor the County waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

### Notices.

Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this Agreement for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in this Agreement.

### Address of County.

The address of County for all purposes under this contract shall be:

Honorable Samuel T. Biscoe (or his successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767



With copies to (registered or certified mail is not required)

Honorable Ken Oden (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

Honorable Amalia Rodriguez-Mendoza (or her successor in office)  
Travis County District clerk  
P.O. Box 1748  
Austin, Texas 78767

The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Jesus Garza (or his successor in office)  
City Manager  
P.O. Box 1088  
Austin, Texas 78767

With copies to (registered or certified mail is not required)

Andrew Martin (or his successor in office)  
City Attorney  
P.O. Box 1088  
Austin, Texas 78767-8828

Richard Harris  
Municipal Court  
P.O. Box 2135  
Austin, Texas 78768

#### Change of Address.

Each party may change the address for notice to it by giving notice of the change by the same method as for any other legal notice required under this Agreement.

#### Entire Agreement.

All oral and written agreements between the parties relating to this subject matter made prior to execution have been reduced to writing and are contained in this document.



#### Severability

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement. The remaining portion of the Agreement is deemed valid and binding.

#### Assignability

Neither party may assign any right or duty created by this Agreement without the prior written approval of the other party. It is acknowledged by City and County that no officer, agency, employee or representative of City or County has any authority to grant such assignment unless expressly granted that authority by the City Council and Commissioners Court, respectively.

#### Computation of Time

When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.

#### Number and Gender

Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

#### Headings

The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

#### Legal Authority

The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and

guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

Effective Date.

This Agreement is effective on October 1, 1999.

EXECUTED in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF AUSTIN

By: Jesus Garza  
Jesus Garza, City Manager

Attest: Betty L. Brown  
Betty Brown, <sup>DEPUTY</sup> City Clerk

APPROVED AS TO FORM:

Shelly Henry  
Assistant City Attorney

EXECUTED in duplicate originals this the 18<sup>th</sup> day of April, 2000

TRAVIS COUNTY

By: Samuel T. Biscoe  
Samuel T. Biscoe  
Travis County Judge  
Travis County, Texas

APPROVED AS TO FORM:

Jim Connolly  
Assistant County Attorney